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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

04 CV 07607

LISA JACOBS

Plaintiff,

v.

LAW OFFICES OF LEONARD N. FLAMM, LEONARD N. FLAMM, and EDEN M. MAURO a/k/a EDEN FITZGIBBONS MAURO

Defendants

ECF CASE

JURY TRIAL DEMANDED

JUDGE CHIN

COMPLAINT FOR DAMAGES

Lisa Jacobs, through her undersigned counsel, brings this complaint for damages against defendants herein, and for reasons states:

The Parties

1. Lisa Jacobs ("Ms. Jacobs") is a citizen of the State of Massachusetts with a primary residence at 20 Colchester Road, Weston, Massachusetts 02493.

2. Defendant Law Offices of Leonard N. Flamm is a law firm with a principal place of business at 880 Third Avenue, New York, New York.

3. Defendant Leonard N. Flamm ("Flamm") is, on information and belief, a citizen and resident of the State of New York, with a primary residence at 167 East 61st Street,

Apartment #27A, New York, New York 10021. Mr. Flamm is the principal of the Law Office of Leonard N. Flamm.

4. Defendant Eden M. Mauro ("Mauro") is an associate of the Law Office of Leonard N. Flamm, and is, on information and belief, a citizen and resident of the State of New York. Mauro worked on matters for Ms. Jacobs at the direction of the other defendants.

Jurisdiction and Venue

5. This Court has jurisdiction in this action pursuant to 28 U.S.C. §1332(a)(1), as the amount in controversy between the parties exceeds $75,000, exclusive of interest and costs, and is between citizens of different states.

6. Venue is proper in this district pursuant to 28 U.S.C. §1391(a).

General Allegations

7. On or about March 19, 2001, Ms. Jacobs and defendants entered into a Retainer Agreement, pursuant to which defendants agreed to represent Jacobs in litigation against Ms. Jacobs' former employers, St. Vincent's Catholic Medical Center of New York and Dr. William Kritzberg. On September 29, 2001, defendants agreed to take on another matter for Ms. Jacobs, this time serving as special counsel to represent Ms. Jacobs in medical malpractice litigation against her former therapist, Dr. Louis Vachon, M.D.

8. Defendants' representation of Ms. Jacobs required Ms. Jacobs to share with defendants highly sensitive and confidential information concerning, *inter alia*, Ms. Jacobs' psychiatric history, medical history, employment history and school history.

9. Within days of undertaking to represent Ms. Jacobs, Flamm began to seduce Ms. Jacobs. Ms. Jacobs and Flamm soon commenced a romantic relationship, and were thereafter engaged to be married.

10. In late 2001, Ms. Jacobs became pregnant with Flamm's baby.

11. Upon being advised of Ms. Jacobs' pregnancy, Flamm insisted that Ms. Jacobs have an abortion.

12. Ms. Jacobs refused to have an abortion.

13. Flamm called off the engagement to Ms. Jacobs, and refused to do any more legal work on behalf of Ms. Jacobs because she refused to have an abortion.

14. As Ms. Jacobs continued her refusal to have an abortion, Flamm threatened to hire a hit man to beat up Ms. Jacobs. He also threatened to move for custody if Ms. Jacobs did not change her mind and terminate her pregnancy.

15. Flamm specifically threatened to reveal privileged information concerning Ms. Jacobs including but not limited to psychiatric information that he had obtained as her attorney to the appropriate authorities in order to deny her custody if she did not have an abortion.

16. Ms. Jacobs refused to have an abortion, and on August 1, 2002, Ms. Jacobs' and Flamm's child was born in Massachusetts. His name is William.

17. True to his threats, Flamm revealed to the Massachusetts Department of Social Services ("DSS") numerous embarrassing and detrimental materials that Flamm had received in his capacity as Ms. Jacobs' attorney. These materials included, *inter alia*, privileged information and client secrets.

18. DSS acted quickly upon reviewing Ms. Jacobs' confidential records. As a result of Flamm's actions, on August 7, 2002 William was literally taken from his mother's arms in the hospital while she was still recovering from the birth. Ms. Jacobs has been denied custody of William since his birth.

19. Flamm thereafter continued to provide the DSS, other relevant authorities, and other third parties, including attorneys and the court-appointed Guardian Ad Litem, with privileged information and client secrets, with the goal of embarrassing Ms. Jacobs and harming her legal interests.

20. Defendant Mauro was interviewed by the Guardian Ad Litem on or around October 7, 2002, and revealed privileged information and client secrets concerning Ms. Jacobs that were embarrassing and detrimental to Ms. Jacobs' interests.

21. From August 1, 2002 to the present, Flamm has taken every opportunity to denigrate Ms. Jacobs, using privileged information or client secrets whenever it suits him to do so, without any regard for his obligations to his former client.

22. The breach of client confidences and related misconduct was specifically targeted at harming the legal interests of defendants' former client. Such conduct was willful and wanton. The conduct at issue shocks the conscience, and warrants punitive damages.

23. Moreover, Flamm committed numerous other ethical breaches in representing Ms. Jacobs, including, *inter alia*, using the parties' than-existing personal relationship to coerce Ms. Jacobs into making legal decisions that benefited Flamm, but acted to the detriment of Ms. Jacobs.

COUNT I – LEGAL MALPRACTICE

24. Jacobs re-alleges and incorporates all of the allegations set forth in paragraphs 1 through 23 as if set forth in full in this Count I.

25. Defendants agreed to represent Jacobs, and Jacobs had an attorney-client relationship with each defendant. Defendants therefore had a duty to exercise reasonable care in

the representation of Jacobs, including a duty to preserve client confidences both during and after the representation.

26. Defendants' conduct and performance of their duties, including without limitation as alleged above, was conduct below the ordinary and reasonable skill and knowledge commonly possessed by members of the legal profession.

27. As a direct result of Defendants' legal malpractice, Jacobs has suffered damages related to a loss of companionship and custody of her son, William, loss in reputation, job prospects, and educational prospects related to the unauthorized disclosures, the costs related to hiring counsel in the custody proceeding and related actions, emotional and physical damages, and other damages related to the representation. Defendants were well aware of plaintiff's psychiatric history, and acted purposely, knowing that Ms. Jacobs would suffer emotional trauma as a direct result of their actions. The emotional damages made it even more difficult for Ms. Jacobs to contest custody. All told, Jacobs has been damaged in an amount to be determined at trial, but at least $75,001, exclusive of interest and costs.

COUNT II – BREACH OF FIDUCIARY DUTY

28. Jacobs re-alleges and incorporates all of the allegations set forth in paragraphs 1 through 27 as if set forth in full in this Count II.

29. Defendants agreed to represent Jacobs, and Jacobs had an attorney client relationship with each defendant. Defendants therefore had a fiduciary duty to Jacobs.

30. Defendants' conduct as alleged herein breached their fiduciary duties owed to Jacobs.

31. As a direct result of Defendants' breach of fiduciary duty, Jacobs has suffered damages related to a loss of companionship and custody of her son, William, loss in reputation,

job prospects, and educational prospects related to the unauthorized disclosures, the costs related to hiring counsel in the custody proceeding and related actions, emotional and physical damages, and other damages related to the representation. Defendants were well aware of plaintiff's psychiatric history, and acted purposely, knowing that Ms. Jacobs would suffer emotional trauma as a direct result of their actions. The emotional damages made it even more difficult for Ms. Jacobs to contest custody. All told, Jacobs has been damaged in an amount to be determined at trial, but at least $75,001, exclusive of interest and costs.

WHEREFORE, Jacobs respectfully requests that this Court enter judgment in favor of Jacobs and against Defendants Law Offices of Leonard N. Flamm, Leonard N. Flamm, and Eden M. Mauro as follows:

I. In respect of Count I, adjudging that Lisa Jacobs be awarded:

(a) compensatory and punitive damages against all Defendants in an amount to be proven at trial and pre-judgment interest at the statutory rate;

II. In respect to Count II, adjudging that Lisa Jacobs be awarded:

(a) compensatory and punitive damages against all Defendants in an amount to be proven at trial and pre-judgment interest at the statutory rate;

Dated: September 27, 2004
New York, New York

LAW OFFICE OF DANIEL L. ABRAMS, PLLC

By: [signature]

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